

MAXIS BERHAD (“MAXIS”)

RELATED PARTY TRANSACTION

PROPOSED ACQUISITION OF BROADBAND BUSINESS ASSETS FROM MEASAT BROADCAST NETWORK SYSTEMS SDN. BHD. (“MBNS”), A WHOLLY-OWNED SUBSIDIARY OF ASTRO MALAYSIA HOLDINGS BERHAD (“AMH”) BY MAXIS BROADBAND SDN. BHD. (“MAXIS BROADBAND”), A WHOLLY-OWNED SUBSIDIARY OF MAXIS (“PROPOSED TRANSACTION”)

1. INTRODUCTION

The Board of Directors of Maxis (“**Board**”) wishes to announce that Maxis Broadband, a wholly-owned subsidiary of Maxis, had on 23 October 2026 entered into a conditional sale and purchase agreement with MBNS, a wholly-owned subsidiary of AMH, for the proposed acquisition of MBNS’ Broadband Business Assets (as defined in Section 2.1 of this announcement) (“**SPA**”), for a cash consideration of up to RM83 million (“**Price**”).

The Proposed Transaction is deemed to be a related party transaction (“**RPT**”) in view of the interests of the Interested Director, Interested Major Shareholders and Interested Persons Connected with them as set out in Section 10 of this announcement.

2. DETAILS OF THE PROPOSED TRANSACTION

2.1 Information on the Proposed Transaction

MBNS is engaged in, amongst others, the fibre business of Astro Fibre, providing high-speed broadband services (“**Broadband Business**”) that may be bundled with Astro TV content packages. The Broadband Business was launched in 2022 as part of MBNS’ expansion beyond its pay-TV business into the fixed broadband segment to deliver fibre broadband services to subscribers in Malaysia. The Broadband Business currently leverages MBNS’ strategic collaborations with Telekom Malaysia Berhad and CTS Horizon Sdn. Bhd. (formerly known as Celcom Timur (Sabah) Sdn. Bhd.) for fibre infrastructure and connectivity in Peninsular Malaysia and Sabah respectively.

Pursuant to the SPA, MBNS has agreed to sell, and Maxis Broadband has agreed to purchase:

- (i) the entire subscriber base, being the integrated subscriber information asset of the Broadband Business, including the subscribers’ data and account information, that are transferable upon consent from the respective subscriber, and all rights, liabilities, obligations and entitlements relating to the active subscribers, details of which are as set out in the SPA (“**Subscribers**”), which constitutes a single integrated intangible asset, and their associated contracts entered into between MBNS and the Subscribers in relation to the provision of fibre services (“**Subscriber Contracts**”), which will be novated or transferred to Maxis Broadband only as the means of transferring the Subscribers and not as a separate asset. As at 28 February 2026, the Broadband Business comprises a subscribers base of 178,631 Subscribers; and

- (ii) all assets, equipment, software and related inventories owned by MBNS in relation to the Broadband Business as set out in the SPA (“**Assets and Equipment**”),

free from all encumbrances, at the Price, on the other terms and conditions of the SPA. The Subscribers and the Assets and Equipment are collectively referred to as the “**Broadband Business Assets**”.

Under the SPA, all contracts and agreements necessary for the ordinary course of operation of the Broadband Business executed by MBNS and any supplier, vendor, partner and/or such other persons (“**Suppliers**”) shall be novated or transferred to Maxis Broadband subject always to the consent of the Suppliers.

The salient terms of the SPA are set out in **Appendix I** of this announcement.

2.2 Information on post-completion support agreements

In connection with the Proposed Transaction, Maxis Broadband and MBNS will enter into post-completion support agreements which will take effect on the Completion Date (as defined in Section 2.4 of this announcement) to facilitate the migration of Subscribers to Maxis Broadband’s fibre service and ensure operational continuity of the relevant Assets and Equipment following completion of the Proposed Transaction.

The post-completion support services would be re-charged to Maxis for a period commencing from the Completion Date until the Final Migration Date (as defined in Section 2.4 of this announcement). The final aggregate value of the post-completion support agreements remains subject to the final scope of services required, contractual terms and commercial arrangements to be agreed between MBNS and Maxis Broadband.

These post-completion support agreements are intended to support the orderly transfer and migration of the Broadband Business Assets following completion of the Proposed Transaction and do not form part of the Price payable under the SPA. The Price therefore remains up to RM83 million, subject to the Price adjustment mechanism under the SPA, as further elaborated in Section 2.4 of this announcement.

2.3 Initial cost of investment to MBNS

The initial cost of investment in the Broadband Business Assets made by MBNS in 2022 was approximately RM28 million.

Subsequent to the initial investment, further related operational costs were incurred.

2.4 Mode of settlement of the Price

The Proposed Transaction will be funded via internally generated funds of Maxis and its subsidiaries (“**Maxis Group**”).

Pursuant to the terms of the SPA, the Price will be satisfied in the following manner:

Payment Terms	Timing	Price ⁽¹⁾	
		RM'000	%
90% of the Price	To be paid by Maxis Broadband to MBNS on the Completion Date of the SPA, of which " Completion Date " is the date falling five (5) days upon delivery to Maxis Broadband of MBNS' pre-completion obligations to facilitate handover of the Broadband Business and transfer of the Broadband Business Assets, and MBNS' completion deliverables under the SPA.	Up to 74,700	90
10% of the Price	To be paid by Maxis Broadband to MBNS within three (3) business days from the date on which MBNS and Maxis Broadband agree in writing that the migration to Maxis Broadband of the transferring Subscribers have been completed in accordance with the SPA (" Final Migration Date "). The Final Migration Date shall be within ninety (90) days of the Completion Date	Up to 8,300	10
Total		Up to 83,000	100

Note:

⁽¹⁾ Subject to adjustment as explained below.

The Price may be subject to adjustment by way of a reduction in the Price in the following manner, based on the final number of transferring Subscribers as at the Completion Date, as determined in accordance with the terms and conditions of the SPA:

Tier	Number of transferring Subscribers	Price to be paid to MBNS	Price reduction from the preceding tier
Tier 1	155,000 and above	RM83,000,000.00	-
Tier 2	From 150,000 to 154,999	RM82,000,000.00	RM1,000,000.00
Tier 3	From 145,000 to 149,999	RM80,000,000.00	RM2,000,000.00
Tier 4	Below 145,000	To be adjusted by way of a further reduction of RM500 for each non-transferring Subscriber below the 145,000 transferring Subscriber threshold	RM500 for each non-transferring Subscriber below the 145,000 transferring Subscriber threshold

2.5 Basis of and justification for the Price

The Price was arrived at on a willing-buyer willing seller basis between Maxis Broadband and MBNS, and after taking into consideration, among others, the valuation of the Broadband Business Assets using the discounted cash flow method as the primary method of valuation.

In assessing the valuation, due consideration was given to the reasonableness of the key assumptions underpinning the financial projections, including projected revenue, operating expenses and capital expenditure, which were generally supported by historical operating performance, contractual arrangements and applicable regulatory and tax requirements.

2.6 Liabilities to be assumed by Maxis Group

Save for the liabilities which may arise as stated in the SPA or pursuant to the Proposed Transaction, Maxis Group will not incur contingent liabilities or assume any other liabilities and/or guarantees from the Proposed Transaction.

3. INFORMATION ON MBNS

MBNS was incorporated in Malaysia as a private company limited by shares on 12 May 1992. The principal activity of MBNS is provision of TV services.

As at 23 October 2026, the issued share capital of MBNS is RM701,630,557.70 comprising 260,217,142 ordinary shares.

MBNS is a wholly-owned subsidiary of AMH. As at 23 October 2026, the substantial shareholders of MBNS, together with their respective direct and indirect shareholdings in MBNS are as follows:

Name	Note	Nationality/ Place of incorporation	<-----Direct----->		<-----Indirect----->	
			No. of shares	%	No. of shares	%
AMH		Malaysia	260,217,142	100	-	-
Pantai Cahaya Bulan Ventures Sdn Bhd ("PCBV")	1	Malaysia	-	-	260,217,142	100
All Asia Media Equities Ltd ("AAME")	2	Bermuda	-	-	260,217,142	100
Usaha Tegas Entertainment Systems Sdn Bhd ("UTES")	2	Malaysia	-	-	260,217,142	100
Usaha Tegas Sdn Bhd ("UTSB")	3	Malaysia	-	-	260,217,142	100
Pacific States Investment Limited ("PSIL")	4	Jersey, Channel Islands	-	-	260,217,142	100
Excorp Holdings N.V. ("Excorp")	5	Curacao	-	-	260,217,142	100

Name	Note	Nationality/ Place of incorporation	<-----Direct----->		<-----Indirect----->	
			No. of shares	%	No. of shares	%
PanOcean Management Limited ("PanOcean")	5	Jersey, Channel Islands	-	-	260,217,142	100
The estate of the late Ananda Krishnan Tatparanandam ("TAK")	6	-	-	-	260,217,142	100

Notes:

- (1) PCBV is deemed to have an interest in the shares of MBNS ("MBNS Shares") arises by virtue of PCBV holding 20.56% equity interest in AMH.
- (2) UTES is deemed to have interest in the MBNS Shares by virtue of UTES holding 100% equity interest in AAME. AAME and UTES are holding 19.33% and 4.50% equity interest in AMH respectively.
- (3) UTSB is deemed to have an interest in the MBNS Shares by virtue of UTSB holding 100% equity interest in UTES. Please refer to Note (2) above for UTES' direct and deemed interests in the MBNS Shares.
- (4) PSIL is deemed to have an interest in the MBNS Shares by virtue of PSIL holding 99.999% equity interest in UTSB. Please refer to Note (3) above for UTSB's deemed interest in the MBNS Shares.
- (5) PanOcean holds 100% equity interest in Excorp which in turn holds 100% equity interest in PSIL. Please refer to Note (4) above for PSIL's deemed interest in the MBNS Shares. PanOcean is the trustee of a discretionary trust, the beneficiaries of which are members of the family of TAK and foundations including those for charitable purposes. Although PanOcean is deemed to have an interest in the MBNS Shares, it does not have any economic or beneficial interest in such MBNS Shares, as such interest is held subject to the terms of such discretionary trust.
- (6) The estate of TAK is deemed to have an interest in the MBNS Shares by virtue of PanOcean's deemed interest in the MBNS Shares. Please refer to Note (5) above for PanOcean's deemed interest in the MBNS Shares. Although the estate of TAK is deemed to have an interest in such MBNS Shares, it does not have any economic or beneficial interest in such MBNS Shares, as such interest is held subject to the terms of a discretionary trust referred to in Note (5) above.

As at 23 October 2026, the directors of MBNS are as follows:

Name	Nationality
Henry Tan Poh Hock	Malaysian
Grace Lee Hwee Ling	Malaysian
Lim Ghee Keong	Malaysian

None of the directors of MBNS has any direct or indirect shareholdings in MBNS.

4. RATIONALE AND BENEFITS OF THE PROPOSED TRANSACTION

The Proposed Transaction represents a strategic opportunity for Maxis Broadband to accelerate the expansion of its fibre subscriber base and broaden its customer reach. The Proposed Transaction aligns with Maxis Broadband's broader strategy to drive growth through converged solutions. The integration of the acquired Subscriber base presents potential opportunities to cross-sell and up-sell Maxis Broadband's existing services, upon customer consent. By combining mobile and fixed connectivity, Maxis Broadband is well-positioned to offer a highly compelling, unified value proposition to households, thereby deepening customer engagement and generating long-term value.

5. PROSPECTS OF THE PROPOSED TRANSACTION

The Broadband Business Assets are expected to provide an ongoing source of recurring revenue for Maxis Broadband. The future performance of the acquired business will depend on customer retention, service quality and the effective management of operating costs.

Following completion of the Proposed Transaction, Maxis Broadband will prioritise service continuity and the orderly integration of the acquired Subscribers into its operations. The integration will be carried out in phases to minimise disruption to the Subscribers, with service performance monitored throughout the transition.

The Broadband Business will remain subject to competition in the residential broadband market, changes in customer demand and the costs of providing broadband services. Its financial performance may also be affected by customer attrition and the timing and costs of integration.

Taking these factors into consideration, Maxis is of the view that the Broadband Business has favorable long-term prospects, subject to the successful implementation of the integration plan and Maxis Broadband's ability to retain the Subscribers and its value.

6. RISK FACTORS

The following is a non-exhaustive list of risk factors associated with the Proposed Transaction:

6.1 Delay or non-completion of the Proposed Transaction

Completion of the Proposed Transaction is subject to the conditions precedent and pre-completion obligations in the SPA. There is no assurance of completion within the permitted timeframe; failure to satisfy or waive any conditions precedent or pre-completion obligations may result in the termination of the SPA. Nevertheless, Maxis Broadband will take all reasonable steps within its control to fulfil its obligations and secure all necessary approvals to give effect to the Proposed Transaction.

6.2 Subscriber Retention and Churn Risks

Upon completion of the Proposed Transaction, the financial contribution of the acquired Broadband Business Assets will be contingent upon sustaining Subscriber loyalty throughout the transition phase. Potential Subscriber churn following the migration may stem from contract expirations, billing adjustments, or the decoupling of legacy media and content bundles. To mitigate these risks, Maxis Broadband will implement a structured retention framework, leverage its established customer experience platforms, and deliver compelling commercial value propositions to safeguard the acquired Subscriber base.

6.3 Integration Risks

Integrating acquired Subscribers' records, network access, and customer premises equipment may pose operational challenges due to variances in network configurations and system compatibility. To mitigate these risks, Maxis Broadband will execute a phased integration. Rigorous pre-migration testing and Subscriber validation will guide proactive system enhancements where required, ensuring minimal service disruption, sustained quality, and optimised costs.

7. EFFECTS OF THE PROPOSED TRANSACTION

7.1 Issued share capital and substantial shareholders' shareholdings

The Proposed Transaction will not have any effect on Maxis' issued share capital and substantial shareholders' shareholdings as it does not involve any issuance of shares in Maxis ("**Maxis Shares**").

7.2 Earnings and earnings per share ("EPS")

The Proposed Transaction will not have any material effect on the earnings of Maxis Group for the financial year ending 31 December 2026.

7.3 Net assets ("NA") per share and gearing

The Proposed Transaction will not have any material effect on the NA per share and will have no effect on the gearing of Maxis for the financial year ending 31 December 2026.

8. PERCENTAGE RATIO

The highest percentage ratio applicable to the Proposed Transaction pursuant to Paragraph 10.02(g) of the Listing Requirements is approximately 1.4% which was computed based on the aggregate value of the consideration given in relation to the Proposed Transaction compared with the NA attributable to owners of Maxis as at 31 December 2025. The Proposed Transaction does not require Maxis' shareholders' approval.

9. APPROVAL REQUIRED

The Proposed Transaction is subject to MBNS having obtained AMH's shareholders' approval for the sale of the Broadband Business Assets to Maxis Broadband.

The Proposed Transaction is not conditional upon any other corporate exercise/scheme undertaken or to be undertaken by Maxis Group.

Barring unforeseen circumstances, the Proposed Transaction is expected to be completed by the second quarter of 2027.

10. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM

Save as disclosed below, none of Maxis' other Directors or Major Shareholders or Persons Connected with them has any interests, direct or indirect, in the Proposed Transaction.

10.1 Interested Director

Lim Ghee Keong ("**LGK**" or "**Interested Director**") who is a Director of Maxis, is also a director of AMH and MBNS. He is also a director of Maxis Broadband, PSIL, Excorp, PanOcean and UTSB. LGK has a direct equity interest over 1,000,000 ordinary shares in AMH ("**AMH Shares**") representing 0.02% equity interest in AMH. LGK does not have any equity interest in Maxis, Maxis Broadband or AMH subsidiaries.

The Interested Director has abstained and will continue to abstain from all deliberations and voting at the relevant Board meetings of Maxis and Maxis Broadband in relation to the Proposed Transaction.

10.2 Interested Major Shareholders and persons connected

Each of UTSB, PSIL, Excorp, PanOcean and the estate of TAK is Maxis' Major Shareholder with a deemed interest over 4,875,000,000 Maxis Shares representing 62.17% equity interest in Maxis by virtue of its deemed interest in Binariang GSM Sdn. Bhd. ("**BGSM**") which holds 100% equity interest in BGSM Management Sdn. Bhd. ("**BGSM Management**"). BGSM Management holds 100% equity interest in BGSM Equity Holdings Sdn. Bhd. which in turn holds 62.17% equity interest in Maxis. UTSB's deemed interest in such Shares arises through its wholly-owned subsidiaries, namely, Wilayah Resources Sdn. Bhd., Tegas Puri Sdn. Bhd., Besitang Barat Sdn. Bhd. and Besitang Selatan Sdn. Bhd., which hold in aggregate 37% equity interest in BGSM.

Each of UTSB, PSIL, Excorp, PanOcean and the estate of TAK has a deemed interest over 1,249,075,472 AMH Shares representing 23.83% equity interest in AMH through the wholly-owned subsidiaries of UTSB namely, UTES and AAME with each holding 235,778,182 AMH Shares and 1,013,297,290 AMH Shares directly, representing 4.50% and 19.33% equity interest in AMH respectively.

PanOcean holds 100% equity interest in Excorp which in turn holds 100% equity interest in PSIL. PSIL holds 99.999% equity interest in UTSB. PanOcean is the trustee of a discretionary trust, the beneficiaries of which are members of the family of TAK and foundations, including those for charitable purposes.

The estate of TAK has a deemed interest in the Maxis Shares and AMH Shares in which UTSB has an interest by virtue of the deemed interest of PanOcean in the Maxis Shares and AMH Shares. Although the estate of TAK and PanOcean are deemed to have an interest in the Maxis Shares and AMH Shares as described in the foregoing, they do not have any economic or beneficial interest over such shares as such interest is held subject to the terms of such discretionary trust referred to in the paragraph above.

The estate of TAK is also deemed to have an interest in the AMH Shares by virtue of the interests of East Asia Broadcast Network Systems N.V., Pacific Broadcast Systems N.V., Home View Limited N.V., Southpac Investments Limited N.V., Ujud Cergas Sdn. Bhd., Metro Ujud Sdn. Bhd., Mujur Sanjung Sdn.

Bhd., Prisma Gergasi Sdn. Bhd. and Ujud Murni Sdn. Bhd. which collectively hold directly 903,792,754 AMH Shares representing 17.24% equity interest in AMH.

Each of Allahyarham Tun Haji Mohammed Hanif bin Omar (“**THO**”), Dato’ Haji Badri bin Haji Masri (“**Dato’ Badri**”) and Mohamad Shahrin bin Merican (“**MSM**”) is Maxis’ Major Shareholder with a deemed interest over 4,875,000,000 Shares representing 62.17% equity interest in Maxis in which Harapan Nusantara Sdn. Bhd. (“**HNSB**”) has an interest, by virtue of his 25% direct equity interest in HNSB. HNSB’s deemed interest in such Shares arises through its wholly-owned subsidiaries, namely, Mujur Anggun Sdn. Bhd., Cabaran Mujur Sdn. Bhd., Anak Samudra Sdn. Bhd., Dumai Maju Sdn. Bhd., Nusantara Makmur Sdn. Bhd., Usaha Kenanga Sdn. Bhd. and Tegas Sari Sdn. Bhd. (collectively, “**HNSB Subsidiaries**”), which hold in aggregate 30% equity interest in BGSM. The HNSB Subsidiaries hold their deemed interest in such Shares under discretionary trusts for Bumiputera objects. As such, HNSB, THO, Dato’ Badri and MSM do not have any economic interest over such Shares as such interest is held subject to the terms of such discretionary trusts.

Each of THO, Dato’ Badri and MSM has a deemed interest over 462,124,447 AMH Shares representing 8.82% equity interest in AMH in which Harapan Terus Sdn. Bhd. (“**HTSB**”) has an interest, by virtue of his 25% direct equity interest in HTSB. HTSB’s deemed interest in such AMH Shares arises through its wholly-owned subsidiaries, namely, Berkat Nusantara Sdn. Bhd., Nusantara Cempaka Sdn. Bhd., Nusantara Delima Sdn. Bhd., Mujur Nusantara Sdn. Bhd., Gerak Nusantara Sdn. Bhd. and Sanjung Nusantara Sdn. Bhd. (collectively, “**HTSB Subsidiaries**”). The HTSB Subsidiaries hold such AMH Shares under discretionary trusts for Bumiputera objects. As such, HTSB, THO, Dato’ Badri and MSM do not have any economic interest over such AMH Shares as such interest is held subject to the terms of such discretionary trusts.

MSM has a direct equity interest over 11,000 Shares representing 0.0001% equity interest in Maxis. He also has a direct equity interest over 200,000 AMH Shares representing 0.004% equity interest in AMH.

11. DIRECTORS’ STATEMENT

The Board (save for the Interested Director), having considered all aspects of the Proposed Transaction (including but not limited to the rationale and benefits of the Proposed Transaction, and basis of and justification for the Price), is of the opinion that the Proposed Transaction is in the best interest of Maxis.

12. AUDIT AND RISK COMMITTEE (“ARC”)'S STATEMENT

The ARC, having considered all aspects of the Proposed Transaction (including but not limited to the rationale and benefits of the Proposed Transaction, and basis of and justification for the Price) is of the opinion that the Proposed Transaction is:

- (i) in the best interest of Maxis;
- (ii) fair, reasonable and on normal commercial terms; and
- (iii) not detrimental to the interest of the minority shareholders of Maxis.

13. TRANSACTIONS WITH THE SAME RELATED PARTY FOR THE PRECEDING 12 MONTHS

Save for the Proposed Transaction, a transaction amounting to RM110,000 and the transactions under the shareholders mandate for recurrent related party transactions obtained at Maxis Annual General Meeting on 14 May 2026, there were no transactions entered into between the Maxis Group and MBNS for the 12 months preceding the date of this announcement.

14. DOCUMENTS AVAILABLE FOR INSPECTION

The SPA will be made available for inspection at the registered office of Maxis at Level 21, Menara Maxis, Kuala Lumpur City Centre, Off Jalan Ampang, 50088 Kuala Lumpur, Malaysia during normal business hours from Mondays to Fridays (except public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 23 October 2026.

SALIENT TERMS OF THE SALE AND PURCHASE AGREEMENT

The salient terms and conditions of the Sale and Purchase Agreement are set out below:

No	Matter	Indicative Term
1.	AGREEMENT FOR SALE AND PURCHASE	(i) MBNS agrees to sell, and Maxis Broadband agrees to purchase the Broadband Business Assets, free from all encumbrances on the terms and conditions contained in the SPA. (ii) All contracts and agreements necessary for the ordinary course of operation of the Broadband Business executed by MBNS and any Suppliers shall be novated or transferred to Maxis Broadband subject always to the consent of the Suppliers. (iii) Maxis Broadband is not acquiring, and MBNS is not transferring, and no part of the Price is paid for and attributed to, the name, brand and/or goodwill of MBNS, the Broadband Business and the Broadband Business Assets under the SPA. (iv) All claims by or against MBNS and/or any losses under or in connection with the Broadband Business Assets that accrued in the period prior to the Completion Date, shall remain with MBNS and shall not be transferred to Maxis Broadband, notwithstanding that such claims and/or losses (if any) are ascertained or discovered only after the Completion Date.
2.	PRICE AND PAYMENT TERMS	The Price shall be paid by Maxis Broadband in the manner set out in Section 2.4 of this announcement.
3.	CONDITIONS PRECEDENT	(i) The SPA is conditional upon the fulfilment of the following conditions precedent: (a) MBNS having obtained the approval of its shareholders), for the sale of the Broadband Business Assets to Maxis Broadband; (b) the receipt by Maxis Broadband of a written notification issued by the MCMC indicating that the sale and purchase of the Broadband Business Assets contemplated under the SPA does not meet the relevant thresholds and will not be assessed ("MCMC Notification"). Maxis Broadband shall first obtain the MCMC Notification as soon as possible after the date of the SPA, before MBNS is required to proceed with satisfying the conditions precedent that MBNS are responsible for. (ii) the SPA shall become unconditional on the date of the last condition precedent being fulfilled (or if applicable, waived) in accordance with the SPA.

SALIENT TERMS OF THE SALE AND PURCHASE AGREEMENT

No	Matter	Indicative Term
		(iii) if any of the conditions precedent are not satisfied or waived in accordance with the terms and conditions of the SPA within the expiry of ninety (90) days from the date of the SPA (or such other date as may be mutually agreed between the parties), the party not responsible for satisfying the relevant condition(s) precedent that has not been satisfied or waived, may terminate the SPA by providing a notice of termination to the other party, whereupon the rights and obligations of the parties under the SPA shall cease, save in respect of antecedent breaches and the provisions expressly stated to survive the termination of the SPA.
4.	DEFAULT AND TERMINATION	<u>Events of default</u> If any party commits certain event(s) including any of the following events, it shall be deemed to have committed an event of default ("Event of Default") and such party shall be referred to as the "Defaulting Party": (i) the Defaulting Party commits a material breach of its obligations or undertakings under the SPA which is incapable of being remedied; (ii) the Defaulting Party commits a material breach of its obligations or undertakings under the SPA which is capable of being remedied and fails to remedy the same within thirty (30) days from the date of service of any written notice by the other party ("Non-Defaulting Party") specifying such breach and requiring the Defaulting Party to remedy such breach; (iii) any of the representations or warranties of the Defaulting Party is found to be untrue or inaccurate or misleading in any material respect which is incapable of being remedied; or (iv) any of the representations or warranties of the Defaulting Party is found to be untrue or inaccurate or misleading in any material respect which is capable of being remedied and the Defaulting Party fails to remedy the same within thirty (30) days from the date of service of any written notice by the Non-Defaulting Party specifying such untrue, inaccurate or misleading representation or warranty and requiring the Defaulting Party to remedy it. <u>Termination</u> Upon the occurrence of any Event of Default, the Non-Defaulting Party shall be entitled to immediately terminate the SPA with written notice to the Defaulting Party. Such termination shall not affect any rights, obligations, or liabilities of the parties which have accrued prior to the date of termination of the SPA and the provisions expressly stated to survive termination of the SPA.

SALIENT TERMS OF THE SALE AND PURCHASE AGREEMENT

No	Matter	Indicative Term
5.	WARRANTIES BY MBNS	MBNS has agreed to provide to Maxis Broadband: (i) representations and warranties that are customary to a transaction of this nature, including, representations and warranties on matters relating to the due incorporation of MBNS, the authority and capacity to sell the Broadband Business Assets, insolvency, compliance with laws and no litigation involving the Broadband Business and the Broadband Business Assets; and (ii) representations and warranties relating to the Broadband Business Assets, supplier contracts, subscriber contracts, data protection and accuracy of information provided, as well as licences to carry on Broadband Business and operation of the Broadband Business Assets.
6.	WARRANTIES BY MAXIS BROADBAND	Maxis Broadband has agreed to provide to MBNS representations and warranties that are customary to a transaction of this nature, including, representations and warranties on matters relating to the due incorporation of Maxis Broadband, authority and capacity to execute the SPA, insolvency and compliance with laws.
7.	LIMITATION OF LIABILITY	To the extent permitted by applicable laws: Maxis Broadband's total aggregate liability arising out of or in connection with the SPA: (i) in respect of any claim arising prior to Completion Date, shall not exceed an amount equal to 100% of the Price; and (ii) in respect of any claim arising on or after Completion Date, shall not in any event exceed an amount equal to 20% of the Price. MBNS' total aggregate liability arising out of or in connection with the SPA: (iii) in respect of any claim arising prior to the Completion Date, shall not in any event exceed an amount equal to 10% of the Price; and (iv) in respect of any claim arising on or after the Completion Date, shall not in any event exceed an amount equal to 90% of the Purchase Price, MBNS is not liable unless Maxis Broadband has given MBNS notice in accordance with the terms and conditions of the SPA, on or before the date that is two (2) years after the Completion Date.